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**ADMINISTRATIVE OFFICE OF THE COURTS  
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April 24, 2008

RE: Request for Bid K09-9013-28  
Web-Based Computer-Assisted Legal Research Service

**AMENDMENT #2**

Dear Interested Party:

The Administrative Office of the Courts (AOC) provides the following additional information as a result of questions asked by prospective bidders to the above referenced Request for Proposal:

Q. In the first paragraph on page 6 of the proposal it is stated that the CALR services will be available to "individuals designated by the Director of the Maryland State Law Library. Can you please elaborate as to what "individuals" encompasses this group?

A. They include, but are not necessarily limited to, judges, judicial law clerks and professional and administrative staff of the Judiciary.

Q. On page 9, section (a) the clause states that "the vendor shall have a continuing obligation for the duration of this contract to provide immediately to users any and all information content that is developed for or added to the system." Can you please clarify this statement in further detail?

A. If the vendor creates or acquires new information content that is included in II. 2. B., it should be provided to the Judiciary under the terms of this contract. For example, if a new 50 state survey is issued, that would be available to the Judiciary under the contract.

Q. On page 8, section 6(a) the RFP indicates a preference of pdf's from original source material. Can you please explain further and clarify what particular content the Judiciary prefers in pdf.

A. If the vendor makes any content on its system available in PDF format, so that the PDF image appears as a copy of a paper-based resource, then that format is preferred over other text-based (non-image-based) formats. As noted, however, text-based formats of these materials are also required.

Q. On page 9, section 7(c) states that "the vendor shall provide the ability to "bookmark" or send by means of a persistent URL any document retrieved from an information source in 1-5 above." Can you please clarify this requirement?

A. Each document should have an individual persistent URL that can be linked or saved by users. This is also applicable for statute and rule files available in section 5.

Q. On page 9, section 9(c) there is reference to providing a list of database URL's to a database aggregator to compile a list of available databases on the vendor's system. When this list is compiled, will it be available on the internet to the public, or on the intranet, only available to employees of the Maryland Judiciary?

A. The link to the listed file would be available to the public; however, only the vendor's customers would have passwords to access the content within the linked file.

Q. On page 9, section 9(d) there is reference to providing an intranet toolkit, can you please explain further what is meant by the intranet toolkit?

A. The vendor should include a utility that permits the State Law Library to create web-based links to database files or folders, pre-formatted search queries and documents.

Q. On page 9, section 9(g) states that the vendor must provide “any other assistance deemed necessary by the Director of the Maryland State Law Library.” Can you please explain what is meant by this phrase?

A. This would include routine, expected customer service, for example, telephone assistance in the event that a web-based system is temporarily inaccessible.

Q. On page 10, section 11 the first sentence indicates that the public law library access is to include services and content in paragraphs 1-10. As paragraph 10 is an optional add on, should this be changed to state paragraphs 1-9?

A. Section 11 is intended to include UK resources mentioned in section 10, but access will be limited only to the public user group specified section 11. Optional provision section 10, is intended to include all 900 users mentioned in II. 2. A. 2. These are optional provisions; the Judiciary may choose to purchase either section 11, or section 10, both of them, or neither of them.

Q. On paragraph 13 of page 10, part f indicates that there is to be 100 users of the knowledge management database, can you please clarify who these 100 users will be?

A. They are primarily intended to include appellate judges, law clerks, staff attorneys and Clerk’s Office personnel.

Q. On page 10, section 13(g) there is reference to allow for 10,000 documents. Will all of these 10,000 documents be provided in an electronic format, and if so what file formats are envisioned?

A. It is anticipated that they would be in standard word-processing formats.

Q. On page 11, section 4 (estimated quantities) it indicates that the AOC reserves the right to increase or decrease the number of units. Can you please clarify what is meant by units in this section?

A. Number of Users.

Q. On page 14, section 2, there is a discussion of public policy facilitation projects. Can you please define more specifically what the judiciary means by a public policy facilitation project?

A. Disregard

Q. Page 9, 9(b) references to the right to distribute individual documents to any third person. Please clarify what is meant by “any third party,” how the judiciary envisions distributing documents, and to whom?

A. A “third party” might include, for example, a patron of a law library or a non-Judiciary representative sitting on a Judiciary committee, receiving a document in the ordinary course of business.

Q. Is the successful vendor able to enter into good faith negotiations negotiation after contract award in regards to the mandatory terms and conditions for contracts (appendix 1)?

A. No, the mandatory terms and conditions are not negotiable.

Q. Does section 5 of the Mandatory terms and conditions for contracts (Appendix 1) not apply to this contract as this RFP contemplates on-line legal research services rather than computer software to which this section seems to apply? Please clarify as this section indicates a do/does not apply selection that was not selected as “do” or “does not” apply.

A. Section 5 will **NOT** apply.

Q. In Appendix 1 (Mandatory Terms and Conditions for Contracts) section 1, Scope of the Contract, indicates that the vendor’s proposal and quote is of less weight than the RFP. In Part B, section 1 of the RFP it indicates that if a bidder explains in its bid that it does not wish to be bound by any particular term/condition that it must do so in its bid. Based on the hierarchy of weight in this bid what weight is given to the exceptions a vendor outlines in that vendor’s proposal response to any of the terms/conditions and requirements of the RFP within this contractual language?

A. If a bidder does not accept our mandatory terms and conditions, the response will be determined to be non-responsive.

Q. Is it possible to place out on the website a copy of the RFP in Word format, or in the alternative make each of the appendices, the pricing proposal worksheet, and the signature page as separate PDF documents as we have been having problems with the page breaks of the document in the current format?

A. No

Q. Page 8, Section 4 (f), requests "dockets." Is the Judiciary requesting access to docket summaries (including information such as: court name, district or division, docket number, filing date, judge, nature of suit, count information, parties involved, council, etc.), or to full dockets (which include additional details about information in docket summaries and links to copies of court documents)?

A. To the extent that court records, briefs, filings, orders and opinions (all of which also are listed in section 4(f)) are linked from docket summaries, they should be included.

Q. Page 10, Section 13, requests access to a knowledge management system. Please elaborate on the integration of a knowledge management system with MS Word and Word Perfect, specifically:

a. Would the knowledge management application be required to hyperlink documents from the user's desktop documents to the knowledge management application or to the knowledge management loaded documents?

A. The application likely will require that documents be loaded into it, rather than link to a desktop document.

b. Would the hyperlinking be to the vendor’s online legal research database, to the Judiciary's internal documents, or to both?

A. Hyperlinking should be made available to as many resources as possible.

Q. Would the vendor be required to provide the Judiciary a knowledge management system that allows users to restrict search terms to specific document segments (i.e., search by author, date, title, etc.)? If so, how many specific segments are required?

A. There likely will be at least three segments, the file name description, the document author and the posted date.

Q. Page 10, Section 13(g) says the database size should allow for approximately 10,000 documents. Please specify how many pages you anticipate this will include.

A. The average number of pages per document is approximately 20.

Q. Pursuant to Section T “Minority Business Enterprises” on page 5, the MBE subcontract participation goal is 0%. Therefore, is it necessary to fill out the MBE forms specified on p. 5? If so, please provide a copy of the forms – they don’t appear to be in the RFP.

A. No, it is not necessary to complete the MBE forms.

Q. The table of contents on p. 1 indicates Appendix 3 is the “Contract Affidavit” and Appendix 4 contains MBE forms. However, in our copy of the RFP, Appendix 3 is a “Conflict of Interest Affidavit and Disclosure,” and Appendix 4 is the “Contract Affidavit.” Should the table of contents be revised?

A. Yes

**NOTE: The Maryland Judiciary hereby extend the bid due date. All bids / proposals are due on or before May 2, 2008, no later than 12:00 PM.**

These are the only changes contemplated by Amendment No. 1. All other terms and conditions shall remain the same.

Thank you in advance for your interest in doing business with the Maryland Judiciary.

Sincerely,

Kevin L. Jones  
Procurement Specialist  
Office of Procurement and Contract Administration

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[www.mdcourts.gov](http://www.mdcourts.gov)